19 41

Department of

OFFICE Bd of Revn.

STATION Madras

Mis No. 2304

Dated 29.9.41

C 4983/41

ages in the file of 1 ng 2.

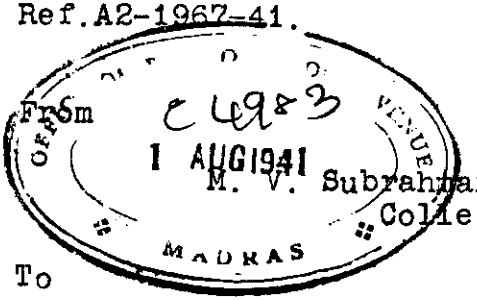
(SUBJECT.)

Treasury - C. Command - Higher Treasurer.

Fidelity bond of Moore Beard - Rs 17/- Accepted

Ref.A2-1967-41.

South Kanara Collector's Office,
Mangalore, dated 29th July 1941.



From

M. V. Subrahmanyan, Esq., I.C.S.,
Collector of South Kanara

To

The Secretary to the Board,
Land Revenue and Irrigation,
Madras.

Sir,

Security - Huzur Treasurer - Fidelity bond - Approval requested.

******

(A) I submit, herewith, the fidelity bond of the National Guarantee and Suretyship Association, Ltd., in favour of Sri U. Sheshagiri Naik, officiating Huzur Treasurer, Mangalore, for -- approval and return, with reference to G.O.No. 213, Finance, --- dated 16-8-1940, communicated with B.P.Ms.No. 3163, dated the 9th November 1940.

For Collector.

Treasury. (S. Kanara) -
Huzur Treasurer - Fidelity
bond of Messrs Beardsell
& co Ltd - Accepted.

Dig C 4983/41 - S. Kanara collr's
Reg A2-1967-41 dt 29.7.41 - Q

Res Mis No 2304 dt 18.8.41

The Board accepts the
fidelity bond executed
by Messrs Beardsell & co Ltd
on behalf of Sri. T. Sesha-
-giri Naik, Huzur Treasurer,
collr's office, Mangalore.

2/ The Collr is requested
to take steps to have the
security bond executed by
the Huzur Treasurer in
form No (6) in Appx No 5-A
of the M.F & A.C, Vol II as
amended by G.O. 327 Fin
dt 18.12.40, communicated
with B.P. Mis 5100 dt 20.2.41.

The collr of South Kanara
with a fidelity bond vide
at (A) Dy Reg Post.

C.D. Keep D.C. by the Board
at (A) with ref to the

THE NATIONAL GUARANTEE AND SURETYSHIP ASSOCIATION LIMITED.

The Association is the Pioneer of Guarantee and Suretyship business in India. No other class of business transacted.

HEAD OFFICE: 17, Charolotte Square, Edinburgh, 2.

Managers for India, Burma and Ceylon - Messrs. Gillanders Arbuthnot & Co., Calutta.

Sum Guaranteed Rs.1,000/- First Premium Rs.20/-
Renewal Date 27th February. Annual Premium Rs.20/-

WHEREAS Mr. Udipi Seshagiri Nayak, hereinafter called the 'Employee' is in, or is about to be taken into, the employment of His Excellency the Governor of Madras, as Huzur Treasurer in the District Treasury, Mangalore hereinafter called the "Employer" in the capacity set forth in the Proposal after mentioned, and an application has been made to THE NATIONAL GUARANTEE AND SURETYSHIP ASSOCIATION, LIMITED, hereinafter called the "Association", to give such guarantee as hereinafter contained, which application has been entertained by the Association. .

WHEREAS a Proposal for such Guarantee and relative Statement or Statements signed by the Employer have thereupon been delivered to the Association by the Employer, setting forth the circumstances and conditions of the said employment and the precautions and checks to be used by the Employer for securing accuracy of accounts and limiting the amount of moneys entrusted to or left in the hands of the Employee at any one time, which Proposal and relative Statement or Statements are hereby declared to be the basis of the Contract of Guarantee hereinafter set forth.

WHEREAS the First Premium above mentioned has been paid to the Association as the Premium or consideration for such guarantee for the period commencing the Twenty-seventh day of February Nineteen hundred and Fortyone and terminating on the twenty-sixth day of February Nineteen hundred and Forty-two.

THEREFORE this Agreement witnesseth, that in consideration of the premises and during the period commencing and terminating as aforesaid, and afterwards during every succeeding year in respect of which which the Employee or the Employer shall, before or upon the Twenty-seventh day of February in each such year, or within ten days thereafter, pay or cause to be paid to the Association, and the Association shall consent to receive, the annual premium above mentioned the Association will, and they do hereby, as surety for the Employed, agree to guarantee to the Employer that, so long as the Employed shall, after the date of this Agreement, continue in the uninterrupted employment of the Employer in the capacity set forth in the said Proposal, the Employed shall and will, during the subsistence of this Agreement honestly and faithfully account to the Employer for all moneys which the Employed in the course of said employment shall receive or be entrusted with on account of the Employer, and generally that the Association will to the extent hereinafter mentioned, indemnify the Employer against all loss in such moneys which the Employer may sustain by any fraud or dishonesty of the Employed in the capacity and employment foresaid to an amount not exceeding the sum of Rupees One Thousand only.

PROVIDED ALWAYS that this Agreement is issued subject to the following conditions, which shall be conditions precedent to the liability of the Association to pay any claim hereunder.

1. THAT the foresaid guarantee and indemnity shall continue operative and in force only so long as the circumstances and conditions of the said employment shall remain in every particular as set forth in the said Proposal and relative Statement or Statements, and the precautions and checks for securing accuracy of accounts and limiting the amount of moneys entrusted to or left in the hands of the Employed at any one time shall be duly observed and put in practice on the part of the Employer in accordance with the said Proposal and relative Statement or Statements: AND that the Association shall only be liable to contribute PRO RATA along with any other security held by the Employer.

2. THAT in the event of any such loss as aforesaid not exceeding the sum insured by this Policy any securities held or recoveries made by the Employer shall be appropriated and exhausted before any claim is preferred under this Policy.

3. x x

4. THAT the Association shall be liable for any such loss as aforesaid only in the event of the Employer giving notice in writing to the Association in Madras of any act of fraud or dishonesty, committed by the Employed immediately after the same shall have come to the knowledge of the Employer, and within twelve months either after the Employed shall have left the service of the Employer, or after the death of the Employed, or of the lapsing of this Agreement, whichever of these events shall first happen; and such notice shall state the Number of the Agreement, the cause, nature, and extent of the loss, so far as then ascertained, and the address, if known, of the Employed; and that no claim shall be made under this Agreement, except in respect of any act or acts of fraud or dishonesty which shall have occurred during the subsistence of this Agreement; and from and after the date upon which such fraud or dishonesty shall come to the knowledge of the Employer the Association shall <u>eo ipso</u>, and without any intimation whatever, be relieved from their obligations hereby undertaken so far as regards the subsequent acts of the Employed: AND that every claim under this Agreement shall be lodged with the Association without undue delay after notice as aforesaid shall have been given to the Association: AND that full particulars and satisfactory proofs of the loss (verified, if the Association shall so require, by Statutory Declaration) shall be given to the Association: AND that when any such loss has been made good and satisfied by the Association, a discharge thereof shall be made hereon by the Employer, and thereupon this Agreement shall be delivered up to the Association: AND that the Employer shall, when required by and at the expense of the Association, assign to the Association all claims and rights of action competent to the Employer against the Employed in respect of the loss so sustained.

5. THAT the Employer shall, if required by the Association, forthwith prosecute the Employed for any act or acts of fraud or dishonesty committed or supposed to have been committed, by the

Employed,

Employed, in consequence of which a claim may be made under this Agreement, the Association, paying all expense cost and damages necessarily incurred by the Employer in such prosecution: -AND that the Employer shall also give to the Association all such information and assistance as may be reasonably required for maintaining any action against the Employed for reimbursing to the Association any moneys which they may pay, or become liable to pay, under this Agreement.

It is hereby understood and agreed that the within policy is extended to guarantee to the Government that the Employed shall and will during the subsistence of this Policy honestly and faithfully account to the Government for all monies and properties which he, while in the exercise of the office of Huzur Treasurer, District Treasury, Mangalore shall receive or be entrusted with or which any person acting for him in his said office shall receive or be entrusted with on account of Government. Further the Association shall indemnify the Government against all loss in such monies and properties which the Government may sustain by any act or acts of default or dishonesty, negligence or disregard of rules of the Employed in his said office as aforesaid or other persons nominated, accepted by or serving under him in his said office in the capacity and employment described in the policy.

It is hereby understood and agreed that proviso of this policy is cancelled.

SIGNED for and on behalf of the Association at Madras the Eight day of July Nineteen hundred and Fortyone.

For the National Guarantee &
Suretyship Association, Ltd.,
For A.A. Beardsell & Co., Ltd.,

Sd. V V

Director, Agents.

g.m. Exd.
22/8 Mgr.

NATIONAL GUARANTEE AND
SURETYSHIP ASSOCIATION LTD.

Incorporated in Scotland in 1863.

HEAD OFFICE:

17, Charlotte Square, Edinburgh

Managers for India, Burma and
Gilanders, Arbuthnot & Co., Calcutta.

Fidelity Policy
No. 2371M.

guaranteeing the Integrity of

Mr. U. Seshagiri Nayak,
Huzur Treasurer,
District Treasury,
Mangalore.

Rs. 1,000/-

Year of Issue 1941.

Renewable 27th February.

J.A.Beardsell & Co.,Ltd.,
Post Box No. 7,
Madras.

No Receipts for the Renewal Premiums on this Agreement are valid unless on the Official Printed Form, bearing the Signature of the Manager and Countersigned by an Agent or authorised Officer of the Association.

Notefile.

Treasury - (S. Kanara) - Hugar Treasurer

M3 - Fidelity bond of Messrs Beardsell & co Ltd

A·S(L·R) Acceptance.

p1 cf - C 4983/41 - collr's Reg A2-1967-41 d 29-7-41

Papers put up.

g.o No 213 Fin 316 8/40 (N)

B.P Mis No 3163 d 9 11/40 (V)

Govt Memo 47016 Fin Accts - 3 d 24-1-41 - (X)

B.P. Mis 1884 d 9 7/41 - (D)

(A)

(A) Sri (BK37) Article 77(1) of the M.F. & A.C. Vol I, submitted for the Bd's acceptance, the fidelity bond issued by Messrs Beardsell and co Ltd, on behalf of the officiating Hugar treasurer, Sri T. Shankagini Naik, Mangalore. The form of the bond in the present case is the same old form as that approved recently in B.P Mis 1884 d 9.7.41. The bond may be accepted. For orders

4 pp 3-5 cf (D)

pp 1 ng d 7 cf (D)

CB 6-8-41.

HW 4.8.41

What about 'misconduct'? Govt Note to be entered in the margin clause

To A.S

M3

SECY (C)

A·S(L·R)

Member's query above.

1 cf.

The company objects to the insertion of the word 'misconduct' in the margina clause. So it is proposed to omit that word in the case of the bond in the linked file (approved by M3) where it is charged on a passbook

1 vol - N.f L.F.

Thus we in the present case also the insertion of the word 'misconduct' in the marginal clause need not be insisted on

In G.O No. 213 F dt. 16.8.40, the Govt. prescribed the form of the fidelity bond (with suitable modifications in each case) to be executed by approved firms. Subsequently, however, they have ordered that as the Insurance firms were not agreeable to issue the bonds in the revised form, the bonds previously issued by them may be accepted or renewed as a temporary measure. The bond in this case may be approved.

lw
12.8.41

Pending final decision by Govt., the old forms used by these Companies are being accepted on the basis of the Govt. memo

For orders

(B)
12.8.41

Approved by GSW

To A.S(L.R)

Draft submd.

(B) 16/8/41

WS 16.8.41
GSW

Vide correspondence ending with the F.S. Tel. dt. 5.8.41 of (D)

(N) p1

(N) p2

(X)

M 8 is correct to arrange & accepted note

(B)
A.S(L.R)

16.8.

A.S(L.R)

B.P.No. Mis 2304
Dated 24.8.41

Single Number
Two Members
Full/Board

Assistant Secretary.

I.A. A.D.S & L.R. ---------- L.R. Irrgn. Sep.Rev. J.S. Secy.

M.	M.	M.
3	2	1

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1. Open file seen by ✓

2. Final draft seen by

3. Now circulated to

4. Initials

Passed for record.

Secretary.
Joint Secretary.

A.S. (L.R.) (8) 2808

~~A.S. (Irrgn.)~~

A.S. (Sep.Rev.)

A.D.S. & L.R.

~~I.A.~~

Note:-- Entries not required to be scored out.